

FORM BXA-621P
(REV 10-89)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF EXPORT ADMINISTRATION

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT
SINGLE TRANSACTION

(For reporting requests described in Part 769 of the Export Administration Regulations)

NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE

The Export Administration Act permits you to protect from public disclosure information regarding the quantity, description, and value of commodities or technical data supplied in Item 11 of this report and in any accompanying documents. If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying.

You can obtain this protection by certifying, in Item 10 of the report, that disclosure of the information referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 10, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 11 of the inspection copy of the report form and from the public inspection copies of the accompanying documents.

The withholding of this information will be honored by the Department unless the Secretary determines that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

THIS SPACE FOR BXA USE

956199

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MONTH/YEAR

RSN

RTP

CLASS

FILING

TAG

This report required by law (50 U.S.C. App. §2407 (b) (2) P.L. 96-72; E.O. 12214; 15 C.F.R. Part (769). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

Instructions: 1. Complete all items that apply. 2. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 3. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. If you certify, in Item 10, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy" of the documents submitted to exclude the specified information and remove the bottom of the Duplicate "Public Inspection Copy" of the report form relating to Item 11.

Public reporting for this collection of information is estimated to average one hour per request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commerce, Washington, D.C. 20230; and to the Office of Management and Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503

1a. Identify firm submitting this report:

Name: ABBOTT LABORATORIES SA GENEVA
Address: MIDDLE EAST REGIONAL OFFICE
City, State and ZIP: 46 EL VENIZELOU AVE
Country (If other than USA): KALLITHEA - ATHENS
Telephone: GREECE
Firm Identification No. (If Known): 800385
29-34

Specify firm type:

- ☐ Exporter
☐ Bank
☐ Forwarder
☐ Carrier
☐ Insurer
☒ Other

35

1b. Check any applicable box:

- ☐ Revision of a previous report (attach two copies of the previously submitted report)
☐ Resubmission of a deficient report returned by BXA (attach form letter that was returned with deficient report)
☐ Report on behalf of the person identified in Item 2
☒ Dual report on behalf of self and the person identified in Item 2

2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled Foreign subsidiary, exporter, beneficiary):

Name: EDISCO BV
Address: PO BOX 365
City, State and ZIP: 8000 AJ ZWOLLE
Country (if other than USA): THE NETHERLANDS
Type of firm: (see list in Item 1a) EXPORTER
Firm Identification No. (if known):

3. Identify exporting firm, unless same as Item 1a or 2:

Name:
Address:
City, State and ZIP:
Country (if other than USA):
Firm Identification No. (if known): 800317
36-41

42

4. (a) Name of boycotting country from which request originated:

UAE

(b) Name of country directing inclusion of request, if different from (a) above:

43-44

5. Name of country or countries against which request is directed:

ISRAEL

45-46

6. Reporting firm's reference number (e.g., letter of credit, customer order, invoice):

DP/G5/97/171/11 - OUR REF 102320, 102323/24/25 71-77

7. Date firm received request: (use digits for month/day/year)

JANUARY 9, 1998

47-52

8. Specify type(s) of document conveying the request:

- ☐ Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)
☐ Unwritten, not otherwise provided for (make transcript of request and submit copies)

53-54

- ☐ Letter of credit
☒ Requisition/purchase order/accepted contract/shipping instruction
☐ Bid invitation/tender/proposal/trade opportunity
☐ Questionnaire (not related to a particular dollar value transaction)
☐ Other written (specify)

Submit two copies of each document or relevant page in which the request appears

9. Decision on request: (Check one)

- ☒ Have not taken and will not take the action requested.
☐ Have taken or will take the action requested.
☐ Have taken or will take the action requested and claim it is subject to a grace period (attach detailed explanation).

56-57

- ☐ Have taken or will take the action requested but in a modified form (attach detailed explanation).
☐ Unable to report ultimate decision on the request at this time and will inform the Bureau of Export Administration of the decision within ten days after decision is made.

Additional Information: The firm submitting this report may, if it so desires, state on a separate sheet any additional information relating to the request reported or the response to that request. This statement will constitute a part of the report and will be made available for public inspection and copying, subject to the right to protect certain confidential information from disclosure described in Item 10.

10. Protection of Certain Information from Disclosure: (Check appropriate boxes and sign below)

1. ☒ I (We) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in:
☒ Item 11 below (If you check this box, be sure to remove the bottom of the Duplicate (Public Inspection Copy) of the report form relating to Item 11.)
☒ Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information.) would place a United States person involved at a competitive disadvantage, and I (We) request that it be kept confidential.
2. ☐ I (we) authorize public release of all information contained in the report and in any attached documents. I (We) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.

C. TUREK
FINANCE DIRECTOR

JAN. 12, 1998

Sign here in ink

Type or print

Date

(نموذج ق.م. ١٩٩٦)

ORIGINAL PURCHASE ORDER ISSUED BY

G.H.Q. ARMED FORCES

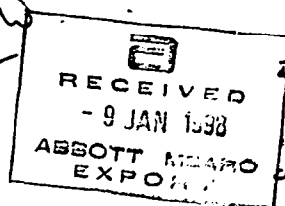
GENERAL PURCHASING DIRECTORATE

P. O. BOX NO. 2501

TELEX : GHQ GPD - 22368 EM

FAX : + 971 - 2 - 415687

ABU DHABI - UAE.



امر شراء اصلي صادر من
القيادة العامة للقوات المسلحة
مديرية المشتريات العامة
ص.ب : ٢٥٠١
تلكس رقم ق.م. ٢٢٣٦٨ / ٤٢٢ / ٤ امارات
فاكس رقم : ٤١٥٦٨٧ - ٢ - ٩٧١
ابوظبي - دولة الامارات العربية المتحدة

PURCHASE ORDER NO : DP/G5/97/171/1/1

DATE : 15/12/1997

INDENT NO : GHQ/DMS/97/262

امر شراء خارجي رقم :
تاريخ :
طلب شراء رقم :

Suppliers Name & Address M/S ABBOTT LABORATORIES S.A.

Middle East Regional Office, 46EL. Venizeloy Avenue, GR-176 76 KALLITHEA, ATHENS - GREECE.

Consign to : General Stores Directorate
ABU DHABI, U. A. E.
P. O. Box No. 2805.

مرسل الي : مديرية المستودعات العامة
ص.ب ٢٨٠٥
ابوظبي - دولة الامارات العربية المتحدة

Method of Shipment See Instructions attached

~~SEA FREIGHT~~ / SEA FREIGHT / ~~SEA FREIGHT~~

طريقة الشحن : (انظر التعليمات المرفقة)
شحن جوي / شحن بحري / طرد بريد جوي / بريد جوي
يرجى توريد المعدات والاجهزة المعروضة من قبلكم

طبقا لشروط الشراء المطلوبة من قبلنا والمبينة بالتفصيل المرفق

Please supply the undermentioned materials and equipment as offered by your
Fax Dated 09/10/1997

طلبه والتي تعتبر جزء من امر الشراء هذا
Qtn. No. UAE 304/97 Dtd. 12/06/97 and

and in Conformity with our standard conditions of purchase, as detailed in the attachment hereto, which forms part of this order.

السعر Price	بيان النوع Description	الوحدة/الكمية Unit / Qty.	رقم الصنف Item No.
TO SUPPLY MEDICINES AT PRICES AS SHOWN IN YOUR QUOTATION STATED ABOVE, A COPY OF WHICH IS ATTACHED WITH THIS ORDER.			

TOTAL C&F BY SEA:...

1. Payment Instructions

Payment of TOTAL C&F BY SEA value to be made through Letter of Credit in favour M/S EDISCO B.V. HOLLAND, P.O. Box 365, 8000 A.J. ZWOLLE, THE NETHERLANDS with a Bank in THE NETHERLANDS, as under:-

- 80% against shipping documents and
- 20% balance payment after the order has been fully received according to agreed specifications confirmed by Buyer's Certificate.

NOTE:- i. L/C charges will be borne by the Supplier.

ii. In lieu of Payment Clause b(iii) on reverse side of the Order

-Shipping /Insurance Instructions

(for details see reverse)

+++ Sheet and Clause 7(v) of Annex 'A' to read as under:-

- Certificate of Origin in duplicate stating:-

- Name of the Country Exporting goods.
 - Name of the Company Exporting goods.
 - Country of Origin.
 - Name & address of the Manufacturers.
- The consignment should not include Equipment, Parts or assembly of ISRAELI Origin and legalised by UAE Embassy or any Arab Diplomatic Corps abroad.

2. Delivery: 75 to 105 Days as per Qtn. starting from the date of L/C.

3. Insurance: Insurance Clause (a) & (b) not applicable.

ANNEXES 'A' AND 'B' ATTACHED

- تعليمات الشحن / والتأمين

Please acknowledge receipt of this order by returning the 2nd copy

يرجى الاقرار باستلام امر الشراء هذا وذلك باعادة النسخة الثانية

Signed

BY DIRECTOR GENERAL PURCHASING

STAFF COLONEL

مدير المشتريات العامة

DY. DIRECTOR GENERAL PURCHASING

OBAD AL HAIRI SALEM AL KETBI

Public Inspection Copy

PACKING

MARKS

INSURANCE

a. For C&F Orders insurance is to be provided upto delivery at destination based on CIF cost plus 10%. The supplier will be responsible to under the cargo with Insurance Company if any.

b. For other orders, insurance is to be covered by or through our Agents at Abu Dhabi to whom supplier is to notify covered by providing them with a copy of Invoice for each consignment ready for shipment enabling them to issue the necessary cover.

c. Names Abu Dhabi National Insurance Co.

P. O. Box No. 828.

Abu Dhabi - U. A. E.

d. Sheikh Al Jaber Alkhatib & Co.

P. O. Box No. 377.

Abu Dhabi - U. A. E.

ADVICE

a. For C&F Purchase Orders an urgent advice for Abu Dhabi quoting Invoice, Flight date and A/R number and date of departure and Purchase Order number are to be provided to Abu Dhabi.

b. For C&F or C&F (as per Agreement) orders this should be sending a duplicate set of shipping documents. Also forward invoice set to our agents for submission.

PAYMENT

a. Considering the above mentioned terms, if any, payment for T/T (Bank Transfer) should be made within 15 days of receipt of the goods at the destination. If payment is not made within 15 days, the supplier will be responsible for the payment of the goods at the destination.

b. The Payment Agency is stated in the Purchase Order.

c. Remittance order at T/T is to be issued to the supplier covering the Purchase Order value and correct, or an agreed amount with the Bank authorized by the supplier or any other Bank at T/T order at T/T order. After the receipt of the goods at the destination, the supplier will be responsible for the payment of the goods at the destination. If payment is not made within 15 days, the supplier will be responsible for the payment of the goods at the destination.

d. The Remittance order should be issued to the supplier's account maintained in the bank.

e. Following documents are to be provided on bank for payment:

IN WORKS AND FOR

a. Original and 3 copies of commercial invoice, packing slip and Purchase Order number.

b. Receipt voucher signed by our forwarding agent certifying that the goods have been received by them or a receipt voucher signed by our T/T agent.

c. Certificate of origin (if applicable) should be a note stating that the consignment does not include equipment parts or its assembly or parts thereof, showing the name of the manufacturer and signed by T/T agent or any Arab Diplomatic Corps abroad.

d. Packing list.

e. Certificate signed by the Country of Origin (if applicable) certifying that the goods are manufactured in the supplier's country of origin.

TECHNICAL EQUIPMENT

For the purchase of technical equipment the order shall give a guarantee period for the equipment for a period according to the nature of the equipment and also undertake to supply the spare parts for a minimum period in the years from the date of supply of the equipment as demanded by the Buyer.

SHIPMENT

a. For T/T (Bank Transfer) and T/T (Bank Transfer) orders 3 copies of forwarding agent receipt to be provided for collection of the goods at the destination. If payment is not made within 15 days, the supplier will be responsible for the payment of the goods at the destination.

b. For C&F and C&F (as per Agreement) orders 3 copies of forwarding agent receipt to be provided for collection of the goods at the destination.

c. Certificate of origin (if applicable) should be a note stating that the consignment does not include equipment parts or its assembly or parts thereof, showing the name of the manufacturer and signed by T/T agent or any Arab Diplomatic Corps abroad.

d. Packing list.

e. Certificate signed by the Country of Origin (if applicable) certifying that the goods are manufactured in the supplier's country of origin.

PRICES

Prices in agreed units represent the prices for the goods and will be subject to revision.

DELIVERY

a. In Purchase Order where there is no payment to be made the delivery period is to start after the date of payment made by Buyer's Bank.

b. In Purchase Order where payment is to be made through Letter of Credit and there is no advance payment, the delivery period is to start after the date of establishment of L/C at T/T order.

c. In all other cases the delivery period is to start one month after the date of Purchase Order.

ORIGINAL PURCHASE ORDER ISSUED BY
G.H.A. ARMED FORCES
GENERAL PURCHASING DIRECTORATE
P. O. Box No. 1000
Abu Dhabi - U. A. E.

TELEX: 333333
P. O. Box No. 1000
Abu Dhabi - U. A. E.

ADDITIONAL INFORMATION

1. The supplier is to provide the goods at the destination based on CIF cost plus 10%.

2. The supplier is to provide the goods at the destination based on CIF cost plus 10%.

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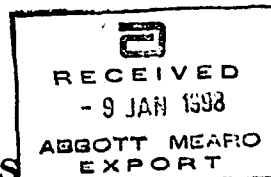
62. The supplier is to provide the goods at the destination based on CIF cost plus 10%.

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Public Inspection Copy



GENERAL HEAD QUARTERS
DIRECTORATE GENERAL PURCHASING

(نموذج ق.م. ١٣١٦)

Telex No. GHQ GPD 22368 EM
P.O. Box No. 2501
ABU DHABI (U.A.E.)

Vote Head No : 2 - 312 - 621/1

Annexe A to Order DP/G5/97/171///

INDENT NO: GHQ/DNS/97/2 62

Detailed instructions for payment, packing, documentation and shipping of materials/equipment.

Please read this as part of our Order No. DP/G5/97/171/
and refer as and when necessary.

1. PACKING : Suitably protect and pack all items for ~~SEA~~ ~~TRANSPORT~~
2. CONSIGNEE : (a) Directorate General Stores
P.O. Box No. 2805,
Abu Dhabi - U.A.E.
(b) The Director,
General Purchasing Directorate
P.O. Box No. 2501,
Abu Dhabi - U.A.E.
3. VIA : ~~Air~~/Seafreight ~~TRANSPORT~~
4. MARKS : Ensure the following marks are put on both ends of each package :—
"INDENT/~~TRANSPORT~~ GHQ/DNS/97/2 62
5. INSURANCE : a) to be provided upto delivery at destination based on C & F cost plus 10%
b) to be covered by us through our Agent M/s. Al Dhafra Insurance Co., P.O. Box 319,
ABU DHABI - UAE. TELEX NO:23040 FRA EM
6. ADVISE : a) urgent advise of air shipment quoting carrier, flight, date and AWB number
should be provided to this Directorate.
b) for sea shipments advise this Directorate by sending a duplicate set of shipping docu-
ments. Also forward another set to consignee for information.
7. PAYMENT : Following documents are to be presented as basis for payment :
Payment through L/C
 - i) Original and 7 copies of commercial invoices giving our indent references
 - ii) Air Parcel Post receipt / Air Mail and/or AWB (Original + copy)
 - iii) Full set of 3 original Bills of Lading + 3 non-negotiable copies.
 - iv) Insurance Certificate (in duplicate) if insurance is required.
 - v) Certificate of Origin (in duplicate) should bear a note stating the consignment does not include SEE NOTE (ii)
equipt, parts or assembly of Israeli origin and to be signed stating name of manufacturers and ON ORDER
legalised by U.A.E. Embassy on any Arab Diplomatic Corps abroad.
 - vi) Packing List (original+copy)-in respect of more than single packages-to show our Indent contract
references.
8. SHIPMENT : When stores are ready for despatch our forwarding Agents mentioned herebelow is
to be contacted. The stores are to be delivered to / collected by them for onward
transmission to us. Freight invoices will only be paid by us. Forwarding freight
"COLLECT ON DELIVERY" basis is not acceptable to us :—
9. SPECIAL INSTRUCTIONS IF ANY : Clauses 2(h), 5(a), 6(a), 7(ii & iv) and 8 not applicable.
"Shipment must be sent direct to ABU DHABI PORT"

TO
NOT APPLICABLE

Please collect Ex-Works/accept FOB at airport/seaport from M/s.

Tel :

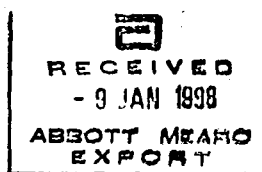
the above referred consignment and arrange shipment accordingly. Nature of Cargo
Your service charges are to be billed to us in the normal way. Shipping marks are to be shown on AWB/
BILLS OF LADING and a copy is to be sent to us direct. Shipment must be sent direct to ABU DHABI.
Delivery : 7.5 to 10.5 Days as per qtn.

DATE : 15 / 12 / 1997

STAFF COLONEL
OBAID AL HAYRI SALEM AL KETBI

Public Inspection Copy

G.H.Q. ARMED FORCES
GENERAL PURCHASING DIRECTORATE
P.O. BOX No. 2501
ABU DHABI - U.A.E.



ANNEX 'B' TO OUR

ORDER NO : DP/G5/97/171/11

DATE : 15/12/1997

1. **PRICES:**

The agreed prices will remain firm and will not be subject to escalation.

2. **PENALTY FOR LATE DELIVERIES:**

If the Supplier delays the deliveries wholly or partially with a grace period of 15 days from the date specified in the Purchase Order for the reasons other than force majeure, the Buyer reserves his right to levy penalty as follows:-

- a) 1% for the first week or part thereof on value of the late delivered items.
- b) 2% per week for each subsequent week thereafter or part thereof. Penalty amount not exceeding 10% value of delayed goods.

3. **RISK PURCHASE:**

If the Supplier delays deliveries of stores from the stipulated delivery period without any plausible reasons such as force majeure beyond a period of 3 Months, the Buyer reserves his right to cancel such undelivered item/items from the Purchase Order and resort to risk purchase of such stores from other sources at Supplier's expense which would be limited to the difference in prices plus the administrative charges at the rate of 10% of the value of the item/items so purchased.

4. **REJECTED ITEMS:**

In case any item/items delivered by the Supplier do not conform to the agreed specifications as per Supplier's quotation, the Supplier undertakes to replace such items with proper items free of charge and would also bear the freight and insurance charges to Abu Dhabi. The rejected items will be returned to Supplier if so desired by him at his cost. Should the supplier fails to replace the rejected item/items within a period of 3 months, the Risk Purchase Clause as per para 3 above will be invoked.

5. **WARRANTY:**

The Seller warrants that all goods under this Purchase Order shall be free from defect of design, size, dimensions, material and workmanship for a period as appropriate and further warrants that any item/items or part/parts found defective through faulty design, workmanship, manufacture, size, dimension and material will be replaced/repared free of cost.

If necessary to return any item accepted as a Warranty Claim under this Clause to the Seller to effect necessary repair or replacement all associated charges will be borne by the Seller including Insurance and Transportation charges.

6. **BANK CHARGES:**

All Bank charges under the Order/~~XXXXX~~ will be borne by the Supplier.

(الطبعة العسكرية ٢٠٠٠/٢٠٠٠/٢٠٠٠)

Public Inspection Copy